

204184

RECORDED	INDEXED	1950	1-30	P.M.
IN BOOK	204184	PAGE	197-201	
LUKE HARRISON				

197

PROTECTIVE COVENANTS

WHEREAS, Thelma Webb, is the owner of the following described real property, situated in the County of Sweetwater, State of Wyoming, to-wit:

A parcel or tract of land, situate in the North Half (N $\frac{1}{2}$ ) of Section 27, Township 18 North, Range 107 West, 6th P. M., said parcel being more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of the Green River-Linwood Road, at the Southeast corner of the tract heretofore sold by the Town of Green River to the Church of the Nazarene, a Montana Corporation, said point being located South 2°52' 40" East, a distance of 1561.17 feet from the North quarter corner of the said Section 27; thence North 71°04' West, along the Southerly boundary line of the said Nazarene Church tract, a distance of 120 feet; thence North 18°56' East, a distance of 180 feet; thence North 71°04' West, along a line parallel with and 20 feet Southerly from the Southerly line of the tract sold by the Town of Green River to School District No. 2, a distance of 1106.0 feet to a point; thence South 71°04' East, a distance of 1127.1 feet more or less to a point on the Westerly right-of-way line of the Green River-Linwood Road; thence Northerly, along the arc of the curve defining the said Westerly right-of-way line, parallel with and 100 feet Westerly from the center line of said Green River-Linwood Road, a distance of 834.91 feet to Station 64+92.7 on said road; thence continuing along said Westerly right-of-way line, North 18°56' East, a distance of 192.1 feet more or less to the point of beginning. Said parcel contains 33.5 acres, more or less.

AND WHEREAS, as the owner of said real property she desires to place protective covenants, reservations and restrictions on said property for the benefit of herself and future purchasers of said property.

AND WHEREAS, the plat of the Paxton Webb addition to the Town of Green River, Wyoming, is recorded herewith.

NOW, THEREFORE, in consideration of the premises, it is provided that the following described protective covenants, reservations and restrictions are placed upon said real property and every part thereof and said covenants, reservations and restrictions will run with said lands, and any and all conveyances of said lands, and

B 271 P 197-201

every part thereof, shall be subject to the following covenants, reservations and restrictions herein set forth and any and all persons who shall hereafter acquire title to any of the above described lands shall take and hold the same subject to said covenants, reservations and restrictions as herein set forth, to-wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall or hedge shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line and there shall be no front yard fences.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one story dwelling, nor less than 875 square feet for a dwelling of more than one story. All houses shall be provided with a mechanized disposal unit which shall comply with the standard plumbing code.

- 3 -

## 4. BUILDING LOCATION.

a. No building shall be located on any lot nearer than 25 feet nor more than 35 feet to the front lot line, or nearer than 25 feet to any side street line. Provided, that no two adjacent houses shall have the same setback line.

b. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

c. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear and side five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Except that in Block D and F, drainage easements shall be 15 feet on the rear of each lot as shown on the plat except as to Lot No. 3, Block F, and said easement as to Lot No. 3, Block F shall be 15 feet on the Northerly side of said lot.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. All construction shall be of new material and no structure shall be moved to any site in the Addition.

9. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

11. ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP. The Architectural Control Committee is composed of Robert H. Summers, Thelma Webb and Hubert Hart. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

12. PROCEEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

13. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

14. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violator or to recover damages.

15. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 14 day of June, 1960.

THE STATE OF WYOMING )  
COUNTY OF SWEETWATER ) SS

On this 14 day of June, 1960, before me personally appeared Thelma Webb, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.